

Jeffrey A. Masoner
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June 4, 2001

Chad Hazam
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Hazam:

Verizon New England Inc., d/b/a Verizon Maine, f/k/a New England Telephone and Telegraph Company (“Verizon”), has received your letter stating that, pursuant to paragraph 32 of the BA/GTE Merger Conditions (“Merger Conditions”), released by the FCC on June 16, 2000 in CC Docket No. 98-184, Metro Teleconnect Companies, Inc. (“Metrotel”) wishes to provide services to customers in Verizon’s service territory in the State of Maine by adopting the voluntarily negotiated terms of the Interconnection Agreement between Metro Teleconnect Companies, Inc. (“Metrotel”) and Verizon West Virginia Inc., f/k/a Bell Atlantic – West Virginia, Inc. (“Verizon West Virginia”) that was approved by the West Virginia Public Service Commission as an effective agreement in the State of West Virginia, as such agreement exists on the date hereof after giving effect to operation of law (the “Verizon West Virginia Terms”).

I understand that Metrotel has a copy of the Verizon West Virginia Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to Metrotel’s adoption of the Verizon West Virginia Terms.

1. By Metrotel’s countersignature on this letter, Metrotel hereby represents and agrees to the following three points:
 - (A) Metrotel agrees to be bound by and adopts in the service territory of Verizon in Maine, the Verizon West Virginia Terms, as they are in effect on the date hereof after giving effect to operation of law, and in applying the Verizon West Virginia Terms, agrees that references to Metrotel, Metro Teleconnect Companies, Inc., and Reseller in the Verizon West Virginia Terms shall apply to the adoption as well as the underlying agreement .

- (B) Notice to Metrotel and Verizon as may be required or permitted under the Verizon West Virginia Terms shall be provided as follows:

To Metrotel:

Attention: Patrick Smith
Metro Teleconnect Companies, Inc.
2150 Herr Street
Harrisburg, PA 17103
Telephone Number: 717-564-0603
Facsimile Number: 717-909-9474

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1320 N. Court House Road
8th Floor
Arlington, VA 22201
Facsimile: 703/974-0744

- (C) Metrotel represents and warrants that it is a certified provider of local telecommunications service in the State of Maine, and that its adoption of the Verizon West Virginia Terms will only cover services in the service territory of Verizon in the State of Maine.
2. Metrotel's adoption of the Verizon West Virginia Terms shall become effective upon the date that Verizon files this letter with the Maine Public Utilities Commission ("Commission") (which Verizon will promptly do upon my receipt of a copy of this letter, countersigned by Metrotel as to points (A), (B) and (C) of paragraph 1 above) and remain in effect no longer than the date the Metrotel/Verizon West Virginia agreement terminates. The Metrotel/Verizon West Virginia agreement is currently scheduled to continue in force and effect unless and until terminated as provided in the Metrotel/Verizon West Virginia

agreement. Thus, the Verizon West Virginia Terms adopted by Metrotel also shall terminate on that date.

3. As the Verizon West Virginia Terms are being adopted by Metrotel pursuant to the Merger Conditions, Verizon does not provide the Verizon West Virginia Terms to Metrotel as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon West Virginia Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon West Virginia Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon West Virginia Terms, or to seek review of any provisions included in these Verizon West Virginia Terms as a result of Metrotel's election pursuant to the Merger Conditions.
4. Metrotel's adoption of the Verizon West Virginia Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252, provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1), and provisions from the Metrotel/Verizon West Virginia agreement that are not required pursuant to Section 251(c) of the Telecommunications Act of 1996 (the "Act"). Verizon, however, does not oppose Metrotel's adoption of the Verizon West Virginia Terms at this time, subject to the following reservations and exclusions:
 - (A) Verizon's standard pricing schedule for interconnection agreements in the State of Maine (as such schedule may be amended from time to time) (attached as Appendix 2 hereto) shall apply to Metrotel's adoption of the Verizon West Virginia Terms. Metrotel should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon West Virginia Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.
 - (B) Metrotel's adoption of the Verizon West Virginia Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the State of Maine and with applicable collective bargaining agreements.

- (C) On January 25, 1999, the Supreme Court of the United States issued its decision on the appeals of the Eighth Circuit's decision in Iowa Utilities Board. The Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Verizon West Virginia Terms may be void or unenforceable as a result of the Supreme Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the Supreme Court of the United States regarding the FCC's UNE rules. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon West Virginia Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon West Virginia Terms.
 - (D) Metrotel's adoption does not include any terms that were arbitrated in the Verizon West Virginia Terms.
- 5. Verizon reserves the right to deny Metrotel's adoption and/or application of the Verizon West Virginia Terms, in whole or in part, at any time:
 - (A) when the costs of providing the Verizon West Virginia Terms to Metrotel are greater in Maine than the costs of providing them to Metrotel in West Virginia;
 - (B) if the provision of the Verizon West Virginia Terms to Metrotel is not technically feasible;
 - (C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
- 6. Should Metrotel attempt to apply the Verizon West Virginia Terms in a manner that conflicts with paragraphs 3-5 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

Please arrange for a duly authorized representative of Metrotel to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON NEW ENGLAND INC., D/B/A VERIZON MAINE

Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, and C of paragraph 1:

METRO TELECONNECT COMPANIES, INC.

By_____

Title_____

Attachment

c: Stephen Hughes - Verizon (w/out attachments)

Appendix 1

Appendix 2